

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JACOB LANGSAM,

Plaintiff,

vs.

MIDLAND CREDIT MANAGEMENT, INC.,

Defendant.  
-----X

Civil Action No.: 07-CV-3123  
(CLB)(MDF)

**AFFIDAVIT OF VIRGINIA**  
**ARTEAGA**

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

ss.:

I, VIRGINIA ARTEAGA, having been duly sworn, deposes and states as follows:

1. I am a Project Manager Business Operations for Defendant, MIDLAND CREDIT MANAGEMENT, INC. ("MIDLAND"), and as such, am fully familiar with the facts and circumstances of the above captioned matter.

2. On or about November 30, 2005, Midland Funding NCC-2 Corporation entered into a Purchase and Sale Agreement for the purchase of credit card accounts written off by Citibank (South Dakota), N.A., transferring all rights, title and interest in such accounts to Midland Funding NCC-2 Corporation. A redacted copy of the Purchase and Sale Agreement (redacted as to portions that are confidential and/or proprietary) is attached as Exhibit "A".

3. Defendant MIDLAND is the entity retained by Midland Funding NCC-2 Corporation to perform collection services regarding its account receivables.

4. The Citibank Credit Card Agreement, a copy of which is attached as Exhibit "B", authorized the adjustment and collection of interest in the case of default on such credit card accounts in an amount up to 23.99%.

5. At the time of sale, Plaintiff's credit card statements were provided to Midland Funding NCC-2 Corporation, copies of which are attached as Exhibit "C".

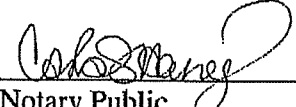
6. The credit card statements for Plaintiff's account show that Plaintiff was in default in 2004 and, as such, this account was included among the accounts purchased pursuant to the Purchase and Sale Agreement. See Exhibit "C".

7. Pursuant to the credit card agreement and the Purchase and Sale Agreement, the collection of this debt by Defendant MIDLAND, as well as the application of a rate of interest of 15%, was fully and completely authorized.

Dated: May 8, 2008  
San Diego, California

  
VIRGINIA ARTEAGA

Subscribed and sworn to before me on this 8<sup>th</sup> day of May, 2008, by Virginia Arteaga, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
Notary Public

